Bossier Parish Community College

**Division of Technology, Engineering, and Mathematics**

## Internship Memorandum Of Understanding

THIS Memorandum of Understanding (“mou”) is entered into between Bossier Parish Community College Division of Technology, Engineering, and Mathematics, (hereinafter called the "College"), and \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (hereinafter called the "Agency").

The College has students enrolled **COURSE** of the College whose education and training would be enhanced by practical experiences and desires to use resources of the Agency for its students and the Agency has appropriate resources for such training and desires to make them available for educational purposes.

The parties mutually agree as follows:

I. Joint and General Terms and Conditions.

A. This MOU shall be effective when fully executed by both parties. The internship shall begin on \_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_, and remain active till written termination. Either party may terminate this MOU by giving the other prior written notice of termination of not less than thirty (30) days, or at any time by mutual consent.

B. The Agency and College shall cooperate in the selection of students in the practical educational and training internship with the Agency (“Internship”). The parties shall periodically confer, as needed, about the Internship during its term.

C. Prior to the beginning date, the Agency shall provide the College with a memorandum describing the job and working arrangements including, among other things, the Agency’s expectations, the intern’s/student’s responsibilities and any compensation or work-related benefits to the student.

D. Neither party shall discriminate against any person by reason of race, color, gender, age, religion, disability, veteran's status, sexual orientation or national or ethnic origin in connection with any aspect of its performance hereunder.

E. It is mutually agreed that there is no financial obligation on the part of either party to the other and Agency acceptance of a student for Internship does not obligate it to compensate the College or *vice versa*. Any agreement for financial compensation to the student is separate and apart from this MOU.

F. When circumstances warrant withdrawal or removal of a student from the Internship, the parties will first confer to determine appropriate action deemed to be in the best interests of the student and the parties. Either party reserves the right to withdraw/remove a student from an Internship for good cause, unrestrictedly including if the Agency is unable to meet the conditions of this MOU or the student violates any substantive policy, rule or regulation of the Agency duly communicated to the student.

G. It shall be assumed that the student will provide his or her own medical, dental, hospitalization and liability insurance. The Agency may provide such coverage, in which case it shall be clearly communicated to the student and College.

II. College Responsibilities.

A. The College will designate a faculty member liaison to work with the Agency to help in developing student assignments, training activities and student evaluations.

B. At the Agency’s request, the College may permit faculty to participate as resource persons for Agency activities related to the Internship on a limited and discretionary basis.

C. The College is responsible for the education and academic evaluation of the student and for monitoring the student’s learning experiences.

D. Since the services contemplated by the Agency relate to proprietary Agency information which is of considerable value to the Agency, the College and student agree to hold all work-related information, including without restriction, proprietary maps, letters, memoranda, information from the Agency’s files, and all other materials, plans, and conversations specifically concerning the work comprising the services requested of the College and Internship student under this MOU (“Confidential Information”) strictly confidential while this MOU is in effect and for a period of twelve months after the termination hereof. These confidentiality obligations shall not apply to any Confidential Information: which was in the public domain prior to disclosure or which subsequently comes into the public domain through no fault of recipient; information that recipient can demonstrate was already known or independently developed by recipient; information received in good faith by recipient from a third party; and information that is required to be disclosed by operation of law.

E. The College shall require its students to agree to follow all reasonable Agency policies, rules, and regulations during the Internship of which the student and College are given prior notice according to **Paragraph III(D)**, below.

III. Agency Responsibilities.

A. The Agency will designate one or more Agency employees, with appropriate qualifications, to collaborate in developing student assignments and training activities and to instruct, evaluate and supervise the student in the performance of the Internship. The Agency will be responsible for the direct supervision and control of the student's activities while at the Agency or where performed at its direction.

B. The Agency will provide learning experiences mutually developed and /or agreed upon by the parties consistent with the memorandum of Internship referred to in **Paragraph I(C)**, above, and agrees to arrange Internship schedules which will not conflict with the published academic schedules of the College.

C. The Agency will provide a job orientation for the student and provide sufficient resources to enable the student to function effectively and meet the objectives of the Internship.

D. At the beginning of each Internship, Agency agrees to provide the College and each student placed with the Agency, all applicable Agency policies, rules and regulations which the student is expected to follow during the Internship while with the Agency or engaged in Agency activities. This requirement includes, among other things, such policies and procedures as are in effect and reasonably necessary to protect confidential and/or proprietary information, if such data and information may be involved in the Internship.

E. When necessary or desirable, the Agency agrees to permit: (i) inspection of its facilities by the College and by College’s accrediting agencies, upon reasonable request; and (ii) adequate time for the College’s faculty member liaison to meet with the student during the Internship.

F. The Agency shall submit reports to the College on each student’s progress and performance during the Internship on a mutually agreeable schedule. Notwithstanding the foregoing, if the Agency has any material concerns regarding a student's performance or if specific circumstances arise which lead the Agency to conclude that a student should be withdrawn from the Internship before the end of its term, the Agency will confer immediately with the College’s faculty member liaison to resolve such concerns.

IV. Student Responsibilities. See **Attachment “A”**, Student Acknowledgment and Release.

V. General Provisions.

A. This MOU shall be governed by Louisiana law and any action concerning this MOU shall be brought in a court of competent jurisdiction in the State of Louisiana.

B. The parties agree that this MOU shall be binding upon their respective successors or transferees of any nature.

C. Nothing in this MOU shall be construed to make either party the legal agent or representative of the other, nor shall either party have the right or authority to assume, create or incur any liability or any obligation of any kind, either expressed or implied, in the name of or on behalf of the other party.

D. The parties may modify this MOU by written agreement at any time.

**COLLEGE AGENCY**

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Chancellor of Bossier Parish Community College \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Dean of Technology, Engineering & Mathematics

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